



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **EP-1**

May 18, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**PROPOSED STORMWATER AND RUNOFF POLLUTION CONTROL PROGRAM
SERVICE AGREEMENT WITH CITY OF BELL GARDENS
SUPERVISORIAL DISTRICT 1
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the enclosed Stormwater and Runoff Pollution Control Program Service Agreement with the City of Bell Gardens (Exhibit 1). The Agreement would provide stormwater inspection services to the City at an estimated cost of \$12,500 per each round of inspections. The cost will be reimbursed by the City to the County with no net impact to the County General Fund.
2. Instruct the Director of Public Works to provide the services described in the enclosed Agreement for the City of Bell Gardens. The Agreement will become effective on the date the Board of Supervisors approves this Agreement. The City has authorized the County to change the effective date accordingly (Exhibit 2).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Pursuant to the Federal Clean Water Act and the Porter-Cologne Water Quality Control Act, the County and 84 incorporated cities, including the City of Bell Gardens, were

issued National Pollutant Discharge Elimination System Permit No. CAS004001 for Municipal Storm Water and Urban Runoff Discharges within the County of Los Angeles. Under the NPDES Permit, each permittee is required to implement additional, new requirements to establish a Program of pollutant reduction and control measures at industrial and commercial facilities. Each permittee is required to track, inspect, and ensure compliance at industrial and commercial facilities within its jurisdictional boundaries that are critical sources of pollutants in stormwater runoff. Public Works has developed and implemented the Program within the unincorporated County area to meet the NPDES Permit requirements. In response to requests from a number of cities, Public Works is prepared to provide such services to cities on a cost basis.

The City Council of the City of Bell Gardens, by its Resolution No. 2004-24 (Exhibit 3), has requested that these services be provided to their City under the Stormwater and Runoff Pollution Control Service Agreement to track, inspect, and ensure compliance with the City's Stormwater and Runoff Pollution Control Ordinance at industrial and commercial facilities within the City that are critical sources of pollutants in stormwater runoff.

The proposed Agreement is hereby submitted and recommended for your Board's approval to provide the requested services.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility as the proposed Agreement will enable Public Works to integrate services provided to the City in a cost-effective manner at no net County cost. It also satisfies the goal of Service Excellence since protecting our streets, storm drains, rivers, streams, surface waters, and oceans from the discharge of pollutants improves the quality of life in the County and provides services which are beneficial and responsive.

FISCAL IMPACT/FINANCING

The County will bear an estimated \$12,500 per year to provide inspection services to the City. The terms of the Agreement specify that the City will reimburse the County for the costs of services provided at rates determined and adjusted annually by the Auditor-Controller with no net impact to the County General Fund. The requested services can be provided utilizing currently budgeted resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement aids in the extension of the Program to areas within the City of Bell Gardens for the protection of County and City streets, storm drains, rivers, streams, surface waters, and oceans from the discharge of pollutants in stormwater runoff from industrial and commercial facilities. Failure to implement the Program may increase the risk of pollutant discharges to waters of the County and require that the City develop an independent program or be subject to fines and potential third-party lawsuits for failure to prevent such discharges.

The Agreement is authorized by Section 56-1/2 of the Charter of the County of Los Angeles and Section 51301 et seq. of the California Government Code.

County Counsel has approved the Agreement as to form; and a 90-day cancellation provision, consistent with Board policy, is included. The Agreement also incorporates by reference the Assumption of Liability Section of the City's General Services Agreement as previously approved by the Board on June 11, 2002 (Exhibit 4).

ENVIRONMENTAL DOCUMENTATION

A finding of environmental impact is not required for adopting this Agreement because it does not constitute a "project" under the California Environmental Quality Act.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Agreement will not impact current services as we will utilize the same personnel currently providing services to the City under the existing Industrial Waste Control Program that was previously approved by the Board on August 1, 1961 (Exhibit 5).

The Honorable Board of Supervisors
May 18, 2004
Page 4

CONCLUSION

It is requested that two copies of the approved Agreement be returned to Public Works, one copy of which will be delivered to the designated City official, together with two approved copies of this letter.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

CWS:ca
P:/eppub/general/stormwater/cities/AgreementBdLtrBell Gardens

Enc.

cc: Chief Administrative Office
County Counsel

EXHIBIT 1

City Industrial/Commercial

Storm Water Inspection Program Agreement

AGREEMENT BETWEEN THE CITY OF BELL GARDENS AND THE
COUNTY OF LOS ANGELES FOR ENFORCEMENT OF THE CITY'S
STORMWATER AND RUNOFF POLLUTION CONTROL ORDINANCE

A G R E E M E N T

THIS AGREEMENT is made and entered into this 26th day of April, 2004,
by and between the CITY OF BELL GARDENS, hereinafter referred to as "CITY", and the
COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY".

W I T N E S S E T H

WHEREAS, CITY has adopted Ordinance No. 709 entitled the "Stormwater
and Runoff Pollution Control Ordinance of the City of Bell Gardens governing the discharge
of stormwater runoff to the storm drain systems of the CITY ("CITY Ordinance"); and

WHEREAS, CITY is a co-permittee under National Pollutant Discharge Elimination
System Permit No. CAS004001 for Municipal Storm Water and Urban Runoff Discharges
within the CITY, hereinafter referred to as "PERMIT" and is subject to implementing an
Industrial/Commercial Facilities Control Program including inspections of such facilities,
hereinafter referred to as "INSPECTIONS;" and

WHEREAS, CITY is desirous of contracting with COUNTY for the enforcement of the
CITY Ordinance including INSPECTIONS; and

WHEREAS, COUNTY represents that it is capable, ready and willing to render such
services on the terms and conditions set forth in this Agreement; and

WHEREAS this Agreement is authorized and provided for by the provisions of
Section 56-1/2 of the Charter of the County of Los Angeles and Section 51301 et seq., of
the California Government Code.

NOW, THEREFORE, it is agreed as follows:

Section 1. Services

A. COUNTY agrees, through its Department of Public Works (DEPARTMENT),
to provide enforcement of the stormwater runoff provisions of the CITY Ordinance
including INSPECTIONS and the necessary services incident thereto (collectively, the
"Services"). Such Services shall only encompass duties and functions of the type within
the jurisdiction of, and customarily rendered by, DEPARTMENT under the County Charter,
statutes of the State, various COUNTY ordinances and the PERMIT. CITY delegates to
the COUNTY the power and the authority to perform the Services. Services under the
terms of this Agreement shall include INSPECTIONS, and the enforcement of the CITY's
Ordinance. Services may also include the filing of enforcement actions, filing of required
reports and issuing permits when so requested in writing by the CITY. INSPECTIONS shall

not include restaurant facilities unless agreed to by the COUNTY and the CITY in a separate written agreement.

B. COUNTY shall retain full control and discretion over the manner of providing the Services, establishing standards for the performance of the Services and all matters incidental to the performance of such Services, including, but not limited to, the controlling of personnel employed to provide the Services. During the term of this Agreement, COUNTY shall provide to the CITY the same level of services as are currently being provided to the COUNTY's unincorporated areas by the DEPARTMENT in its administration of the COUNTY Code, Title 12, Chapter 12.80.

Section 2. CITY Cooperation.

To facilitate the performance of its duties and obligations under this Agreement, it is agreed the COUNTY shall receive the full cooperation and assistance from CITY, its officers, agents and employees.

Section 3. Supplies.

COUNTY shall provide all labor, supervision, equipment and supplies necessary to provide the Services. Notwithstanding any other provision of this Agreement, it is further agreed that in all instances wherein the COUNTY deems that is necessary to use special supplies, including but not limited to stationery, notices, educational materials and forms, these special supplies must be prepared and issued in the name of CITY, and the CITY shall supply them at its own cost and expense. COUNTY is expressly authorized by CITY to use CITY's name to perform the Services.

Section 4. Status of COUNTY Employees

A. All persons employed by the COUNTY in the performance of the Services for CITY shall be COUNTY employees and no CITY employee that may be involved in connection with the Services shall be considered an employee of the COUNTY. No COUNTY employee employed to perform the Services shall be deemed a CITY employee entitled to any CITY pension, Worker's Compensation, or to any other status or right as a CITY employee.

B. For the purpose of performing the Services and for the purpose of giving official status to the performance thereof, where necessary, every COUNTY officer and employee engaged in the performance of the Services shall be deemed to be an officer or employee of said CITY, while performing Services for the CITY. CITY shall take all steps reasonably necessary to facilitate the performance by COUNTY of the Services.

Section 5. Compensation of COUNTY Employees.

CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any COUNTY personnel performing services hereunder for said CITY or any liability other than that provided for in this Agreement. CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment except as provided in Section 10 herein.

Section 6. CITY Ordinance Compliance with COUNTY Code.

This Agreement is entered into with the understanding that and contingent upon the CITY adopting and maintaining in full force and effect a CITY Ordinance substantially identical with the COUNTY Code, Title 12, Chapter 12.80. This Agreement may be terminated by COUNTY after sixty (60) days written notice if CITY does not amend the CITY Ordinance in accordance with subsequent amendments to COUNTY Code, Title 12, Chapter 12.80. The DEPARTMENT, acting on behalf of COUNTY, may use discretion and need not request CITY to adopt amendments which do not apply to CITY.

Section 7. Collection of Fees.

Upon request of CITY, COUNTY agrees to collect fees listed in the CITY Ordinance and to remit to the CITY, within 60 days following each calendar quarter, all of the fees actually collected during such quarter. Said fees shall be deemed to be imposed by CITY and are not fees imposed by the COUNTY. COUNTY's collection activities shall be limited to generating and sending out invoices and the receipt of fees identified in said invoices. COUNTY's collection of CITY fees shall not include actions to satisfy unpaid or delinquent debts. CITY shall indemnify, defend, and hold harmless the COUNTY and its Special Districts, elected and appointed officers, employees, and agents from and against any liability including but not limited to any claims, demands, actions, loss, cost, expense, fees (including attorney's and expert fees) arising from or connected with the collection of fees. This indemnification is in addition to the Assumption of Liability set forth in Section 10 herein.

Section 8. Payment by CITY to COUNTY for Services.

CITY agrees to pay COUNTY monthly for the Services. COUNTY shall present a monthly invoice in arrears to CITY for the Services. Payment shall be made by the CITY within 30 calendar days after receipt of an invoice, for Expenditures relating to those Services rendered under this Agreement during the billing period. If such payment is not delivered to the COUNTY office described on said invoice within 30 calendar days after the date of the invoice, the COUNTY may satisfy such indebtedness, including interest thereon, from any fund the CITY has on deposit with the COUNTY without giving further notice to CITY of COUNTY'S intention to do so.

"Expenditure" for Services for the purpose of this Agreement shall be the entire cost to said COUNTY of performing the Services, including direct costs and indirect costs. Costs shall include but not be limited to salaries of employees engaged therein, vacation, sick leave, retirement, traveling expenses and overhead.

Section 9. Term and Termination.

This Agreement shall become effective on the date first mentioned above and shall expire December 12, 2006. Except as specifically set forth in Section 6, this Agreement may be terminated by either party for the material breach of the other party following written notice and a reasonable opportunity to cure. Notwithstanding the provisions of this paragraph, either party may terminate this Agreement at any time by giving ninety (90) days notice to the other party.

Section 10. Assumption of Liability.

The Assumption of Liability Agreement of the General Services Agreement executed by the CITY and approved by the Board of Supervisors currently in effect is hereby made part of and is incorporated into this Agreement as if set out in full herein unless said Assumption of Liability is expressly superseded by a subsequent agreement, in which case the subsequent Assumption of Liability provisions shall apply to this Agreement.

Section 11. PERMIT Compliance and Obligations.

Nothing in this Agreement shall transfer to the COUNTY any responsibility or legal obligation of the CITY required by the PERMIT or any other responsibility or legal obligation incident thereto that is imposed upon CITY by Federal, State and local laws, permits and regulations.

Section 12. Governing Law.

This Agreement is to be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.

Section 13. Amendment.

No modification or amendment of this Agreement shall be binding upon any party unless said modification or amendment is made in writing and duly authorized and executed by all parties. This Agreement shall not be modified or amended by oral agreement or by any acts or conduct of the parties.

Section 14. Entire Agreement.

This Agreement, with all attachments and exhibits constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, except as set forth in Section 10.

Section 15. Severability.

If any provision of this Agreement shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of the this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

Section 16. Counterparts

This Agreement may be executed simultaneously or in any number of counterparts, each of which together shall constitute one and the same document.

//
//
//

IN WITNESS WHEREOF, the CITY by Resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk; and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors


ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
DEPUTY

APPROVED AS TO FORM:

~~LLOYD W. PELLMAN~~
County Counsel

By  _____
DEPUTY

ATTEST:

CITY OF BELL GARDENS

By  _____
CITY CLERK

By  _____
MAYOR

APPROVED AS TO FORM:

By  _____
CITY ATTORNEY

STATE OF CALIFORNIA)
) s.s.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chair/chairman of the Board on all papers, documents, or instruments requiring his/her signature.

The undersigned hereby certifies that on this _____ day of _____, 200____, the facsimile signature of _____, Chair/Chairman of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certified that on this date, a copy of the document was delivered to the Chair/Chairman of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer of
the Board of Supervisors of the County
of Los Angeles

By _____
DEPUTY

APPROVED AS TO FORM:

~~LLOYD W. PELLMAN~~
County Counsel

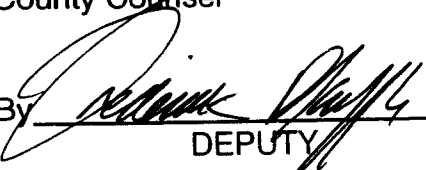
By  _____
DEPUTY

EXHIBIT 2

City Authorization Letter



CITY OF BELL GARDENS

PUBLIC WORKS DEPARTMENT

8327 GARFIELD AVENUE • BELL GARDENS, CALIFORNIA 90201-6122
(562) 806-7770 FAX (562) 806-7789 • WWW.CI.BELL-GARDENS.CA.US

April 29, 2004

Mr. James A. Noyes
Director of Public Works
County of Los Angeles
900 South Fremont Avenue
Alhambra, CA 91803-1331

SUBJECT: Industrial/Commercial Storm Water Inspection Program

Dear Mr. Noyes:

The City of Bell Gardens authorizes the County of Los Angeles to change the effective date on the Storm Water and Runoff Pollution Control Agreement to that date on which the Board of Supervisors of the County of Los Angeles approves and signs the Agreement.

If you have any questions, please contact me at (562) 806-7754.

Sincerely,

CITY OF BELL GARDENS

A handwritten signature in black ink, appearing to read "Pedro Aceituno".

Pedro Aceituno
Mayor

PA:gf

c: Narda Drew

EXHIBIT 3

City Resolution

RESOLUTION NO. 2004-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE COUNTY OF LOS ANGELES TO PROVIDE ENFORCEMENT OF STORM WATER AND RUNOFF POLLUTION CONTROL PROVISIONS OF THE CITY MUNICIPAL CODE

WHEREAS, the City of Bell Gardens is a co-permittee under Waste Discharge Requirements and National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Storm Water and Urban Runoff Discharges in the County of Los Angeles (Order No. 01-182, NPDES No. CAS004001);

WHEREAS, the City of Bell Gardens is required under the NPDES permit to implement an industrial/commercial facilities control program which would include, inspections and enforcement;

WHEREAS, City Ordinance No. 709 requires that industrial/commercial businesses implement best management practices to control the runoff of pollutants to the storm drain system;

WHEREAS, the County of Los Angeles has an established industrial/commercial program and will make inspection, collection of fees and enforcement services available to the City of Bell Gardens on a cost basis; and

WHEREAS, the City of Bell Gardens requests the Department of Public Works of the County of Los Angeles to provide a storm water and runoff pollution control program for industrial/commercial facilities, exclusive of restaurants, as required by the NPDES;

The City Council of the City of Bell Gardens DOES RESOLVE as follows;

Section 1. The Mayor of the City of Bell Gardens is hereby authorized to execute an agreement with the County of Los Angeles providing for the enforcement of the industrial/commercial storm water and runoff pollution control provisions of the City Ordinance, in substantially the form as attached hereto as Exhibit "A."

Section 2. That the Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution and thereupon the same shall take effect and be in force.

PASSED, APPROVED AND ADOPTED this 26th day of April, 2004.



PEDRO ACEITUNO, MAYOR

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

ATTEST:



Marta C. Solano, City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) SS.
)
CITY OF BELL GARDENS)

I, **MARTA C. SOLANO**, City Clerk of the City of Bell Gardens, California, do hereby certify that the foregoing attached Resolution No. 2004-24 was duly adopted by the City Council of the City of Bell Gardens, California, at their regular Council Meeting held on the 26th day of April 2004 and that the same was adopted by the following vote, to Wit:

AYES: Mayor Aceituno, Mayor Pro Tem Franco and Councilmembers Cabrera, Crespo and Rodriguez.

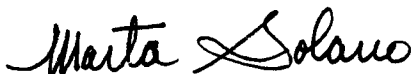
NOES: None

ABSTAIN: None

ABSENT: None

EXCUSED: None

I hereby affix my hand and Official Seal of the City of Bell Gardens, California.



MARTA C. SOLANO
City Clerk

EXHIBIT 4

City General Services Agreement

GENERAL SERVICES AGREEMENT

Exp. 6/30/07

THIS AGREEMENT, dated for purposes of reference only, July 24, 2002, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Bell Gardens, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, et seq., of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers and employees, to perform those City functions which are hereinafter provided for.

2. The City shall pay for such services as are provided under this agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as of set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County

without giving further notice to said City of County's intention to do so.

14. This contract shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2007, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In event the City desires to renew this agreement for said five-year period, the City Council shall not later than the last day of May 2007, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2007, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this 24th day of July, 2002.

THE CITY OF BELL GARDENS

By *Ramiro Morales*
Mayor

ATTEST:

City Clerk

THE COUNTY OF LOS ANGELES

By *Marta Solano*
Deputy

By *Benjamin L. ...*
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer/Clerk
of the Board of Supervisors



By *Luis J. Villalobos*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

20

JUN 11 2002

By *Heleen Paulsen*
Deputy

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

EXHIBIT 5

Industrial Waste Control Program

AGREEMENT - INDUSTRIAL WASTE

L.W. Div. / jsc

THIS AGREEMENT, made and entered into this 1st day of August, 1961, by and between the COUNTY OF LOS ANGELES, hereinafter sometimes referred to as "County" and the CITY OF BELL GARDENS, hereinafter sometimes referred to as "City".

W I T N E S S E T H :

THAT WHEREAS, the City has heretofore, on August 1, 1961, adopted Ordinance No 1 amending an ordinance entitled "Sanitation and Health" by adding a new division entitled "Sanitary Sewers and Industrial Waste"; and

WHEREAS, the City is desirous of contracting with the County for the enforcement of such ordinance provisions and the performance of services with respect to industrial waste as in said ordinance set forth; and

WHEREAS, the County of Los Angeles is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contract is authorized and provided for by the provisions of Section 56 $\frac{1}{2}$ of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code;

NOW, THEREFORE, IT IS AGREED as follows:

1. The County agrees, through the Engineer of the County of Los Angeles, to provide enforcement of the industrial waste provisions of the above referred to city ordinance and the necessary services incident thereto.

APPROVED BY BOARD OF SUPERVISORS

DUE	DIV	ACTION	INFO	ATTACH
	ADM			
	ARC			
	AVI			
	B&S			
	BUS			
	CSD			
	TW			
	MAP			
	SAN			
	SUR			
	WWU			
	PLC/AC			

8-29-61 pph

1.

104
Charles T. Newby
 Clerk of the Board

Such services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the County Engineer of the County of Los Angeles under the Charter of said County, the statutes of the State, and the various County ordinances.

The level of service provided shall be that same basic level of service that now is and shall be hereafter during the term of this agreement provided for unincorporated areas of the County of Los Angeles by said Engineer.

The rendition of such services, the standards of performance, and other matters incidental to the performance of such services, including the controlling of personnel so employed, shall remain in the County. In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Engineer of the County shall be final and conclusive as between the parties.

The services shall include the enforcement of any applicable State statutes and all provisions of the above referred to city ordinance as the same now exists or may be hereafter amended.

The services shall include the inspection of open sanitary fills only in the event that the City, by action of its Council, requests such services.

2. To facilitate the performance of said functions it is agreed that the County shall have full cooperation and assistance from the City, its officers, agents and employees.

3. For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the level of service to be rendered hereunder.

Notwithstanding anything hereinbefore contained, it is agreed that in all instances wherein special supplies, stationery, notices, forms and the like must be issued in the name of said City, the same shall be supplied by said City at its own cost and expense.

4. All persons employed in the performance of such services and functions for said City shall be County employees and no City employee as such shall be taken over by said County, and no person employed hereunder shall have any City pension, civil service, or any status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an officer or employee of said City while performing services for said City, which services are within the scope of this agreement and are purely municipal functions.

5. City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for said County, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

6. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of said City or of any officer or employee thereof, and said City shall hold said County and its officers and employees harmless from, and shall defend said County and its officers and employees against, all claims for damages resulting therefrom.

7. This contract is entered into with the understanding that the City will maintain in full force and effect, including the amount of fees provided, an ordinance substantially identical with the provisions of County Ordinance No. 6130. This contract may be terminated by the County without necessity of notice if City does not enact amendments to said ordinance in accordance with amendments to County Ordinance No. 6130 within one hundred twenty days after request to do so by County. The County Engineer, acting on behalf of the County, may use discretion and need not request City to adopt amendments which do not apply to the City or its problems.

8. County agrees to collect fees called for in the City's ordinance and to account therefor to the City quarterly. County agrees to pay City, within sixty days following each calendar quarter, all of the excess over expenditures for services, and City agrees to pay County, within said sixty days, any deficit between expenditures for services and total fees collected. Expenditures for services, for the purpose of this agreement, shall be the entire cost to the County of performing each such

function, including salaries of employees engaged in performing the service, as well as vacation, sick leave, retirement, workmen's compensation insurance premiums, supervision over such employees while so employed, traveling expenses and supplies, plus a prorated indirect expenses. If the cost for providing the service is changed, the City shall be notified of such change, in writing.

9. It is further agreed that the City shall not be charged for periodic inspections of facilities for pretreatment of industrial waste prior to discharge into sanitary sewers in the event that the cost of such services has been defrayed by funds of a sewer maintenance district.

10. The County agrees to keep such books and records and in such form and manner as the County Auditor-Controller of the County of Los Angeles shall specify. Said books shall be open for examination by said City at all reasonable times.

11. This contract shall become effective on August 1, 1961, and shall continue in full force and effect until June 30, 1962. This agreement shall be automatically renewed from year to year for successive one year periods thereafter unless either party hereto gives written notice of intent to terminate not less than two months prior to the annual renewal date, in which event the contract shall not be renewed for the succeeding year but shall terminate at the end of the then current annual period.

IN WITNESS WHEREOF, the City of BELL GARDENS,
by resolution duly adopted by its City Council, caused this

agreement to be signed by its Mayor and attested by its Clerk, and the County of Los Angeles, by order of its Board of Supervisors, has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year first above written.

CITY OF BELL GARDENS

By /s/ Lynn Paul
Mayor

ATTEST:

/s/ Herbert W. Lehfeldt
City Clerk

COUNTY OF LOS ANGELES

By Ernest E. Debs
Chairman, Board of Supervisors

ATTEST: (SEAL)

GORDON T. NESVIG
Clerk of the Board of Supervisors

By Elsie Danbacher
Deputy

APPROVED AS TO FORM:
HAROLD W. KENNEDY, County Counsel

By /s/ D. Mix
Deputy